

TITLE: PG&E Gas Distribution Relocations
(Mariposa Street / G Street) (Tuolumne Bridge)

DATE: 07/13/2016

PROJECT: Construction Package No. 1

CONTRACT NO: HSR 13-06

CONTRACTOR: Attn: Ghassan Ariqat
Tutor Perini/Zachry/Parsons, a Joint Venture
1401 Fulton Street
Suite 400
Fresno, CA 93721

DESCRIPTION OF CHANGE:

This change order compensates the contractor for providing all services, labor, materials, and equipment required to complete the following gas distribution relocations in accordance with the approved PG&E Gas Relocation submittals as shown on pages 3 – 6 of this change order and described as follows:

1. Relocate PG&E Gas Conflicts G1-39T and G1-89T at Mariposa Street and G Street in the City of Fresno.
2. Relocate PG&E Gas Conflicts G1-31 and G1-93 at the Tuolumne Avenue Bridge North Abutment Area in the City of Fresno.

The contractor shall coordinate with local jurisdictions and utility owners to protect utilities in place during the performance of the work. The work performed shall include obtaining permits, obtaining certifications, and conducting testing in accordance with the Contract and utility owner requirements.

EXTRA WORK AT TIME & MATERIALS:

This work shall be compensated under the "Time and Materials" method of payment in accordance with Section 17.9, "Time and Materials Change Orders" of the *General Provisions*. The contractor shall be paid against two allotments of \$262,553.33 and \$634,608.73 for Mariposa/ G Street and Tuolumne Bridge, respectively. Included in these allotments is a final 10% mark-up as reimbursement for all additional administrative costs.

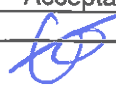


In accordance with Section 17.9.2.2, "Daily Reports," of the *General Provisions*, daily reports for these services shall be submitted to the Authority for review and approval within five (5) calendar days after the work has been performed. Daily reports submitted after five (5) calendar days will be ineligible for payment. The contractor's Daily Reports shall be reviewed by the Authority within five (5) calendar days after being received from the contractor.

The contractor shall notify the Authority when 75% of the allocated amounts (\$196,915.00 and \$475,956.55) have been expended and shall provide to the Authority a detailed estimate depicting the dollar amount required to complete the remaining work.

TIME ADJUSTMENT:

Any delay due to this change order, if any and if determined to be a controlling operation, will be evaluated under a separate change order in accordance with Section 23.4, "Equitable Adjustments – Limitation on Delay and Disruption Damages," of the *General Provisions*.

256.16	00001	Construction Work for PG&E Utility Conflicts at Mariposa and G Street.	1.0	T&M	\$262,533.33	\$262,533.33	0
256.16	00002	Construction Work for PG&E Utility Conflicts at Tuolumne Bridge	1.0	T&M	\$634,608.73	\$634,608.73	0
Total:						\$897,162.06	0

Contractor		California High Speed Rail Authority	
Acceptance by	Submitted by	Recommended by	Approved by
			

TITLE: PG&E Gas Distribution Relocations
 (Mariposa Street / G Street)
 (Tuolumne Bridge)

DATE: 07/13/2016

PROJECT: Construction Package No. 1

CONTRACT NO: HSR 13-06

Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

Subcontractor's Sworn Certification(s):

Attached as _____ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

Tutor Perini/Zachry/Parsons, a Joint Venture

Acceptance by

Signature

Ghassan Ariqat – Interim Project Manager/Director

Date

7/20/16

California High-Speed Rail Authority

Submitted by

Signature

John C. Lee - D-B Oversight Manager

Date

7-20-16

Recommended by

Signature

Date

Approval by

Signature

for Hugo Mejia - Design & Construction Manager

Date

7/20/16